

Exhibit 1

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS

-----X
LAW OFFICES OF ALEKSANDR VAKAREV

Plaintiff(s),

-against-

CUNEO, GILBERT & LaDUCA, LLP and BARRETT
LAW GROUP, PA

SUMMONS

Index #

Basis of Venue is
Contractual

Defendant(s)

-----X
To the above named Defendants:

YOU ARE HEREBY SUMMONED to answer the Complaint in this action and to serve a copy of your answer on the Plaintiff attorney within 20 days after the service of this Summons, exclusive of the day of service of this summons or within 30 days after service of this Summons is complete if this summons is not personally delivered to you within the State of New York.

In case of your failure to answer this Summons, a judgment by default will be taken out against you for the relief demanded in the Complaint, together with the cost(s) of this action.

DATED: Brooklyn, New York
February 12th, 2021

Yours Truly,



BLANK & STAR, PLLC

Attorney for Plaintiff(s)

387 New Lots Avenue

Brooklyn, New York 11207

Telephone: 718-498-3333

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS

-----X
LAW OFFICES OF ALEKSANDR VAKAREV

Plaintiff(s),
-against-

VERIFIED COMPLAINT
Index #

CUNEO, GILBERT & LaDUCA, LLP and BARRETT
LAW GROUP, PA

Defendant(s)
-----X

Plaintiff(s), by their attorneys, **BLANK & STAR, PLLC**, as and for a cause of action
alleges upon information and belief as follows:

AS AND FOR A FIRST CAUSE OF ACTION

1. At all times herein mentioned, plaintiff, Law Offices of Aleksandr Vakarev, was a
law firm with its principle place of business within the County of Kings, City and State of New
York.

2. At all times hereinafter mentioned, Defendant Cuneo, Gilbert & LaDuca, LLP is a
law firm with offices located within the County of Kings, City and State of New York.

3. At all times hereinafter mentioned, Defendant Barrett Law Group, P.A. is a law
firm with offices located in Lexington, Mississippi. .

4. On or about October 13th, 2016, Ms. Abeer Alrabahi was involved in a tragic
accident where in she suffered injuries and her infant daughter tragically lost her life.

5. On or about October 14th, 2016, Ms. Alrabahi contacted and had an initial meeting and consultation with plaintiffs, and thereafter formally retained plaintiff to represent her for her personal injury action, all surrounding said October, 2016 event.

6. From October 14th, 2016, plaintiff zealously and vigorously represented Ms. Alrabahi, expending hundreds of hours of time prosecuting her claim and on or about November 22nd, 2017 obtained an offer from the defendant's carrier in the underlying action in the amount of One Million Five Hundred Thousand Dollars (\$1,500,000.00) for the personal and emotional injuries sustained by Ms. Alrabahi.

7. Said offer was relayed to Ms. Alrabahi who declined to accept that offer.

8. On or about July 9th, 2018, plaintiff received notice via Federal Express, that the defendant has been retained by Ms. Aabeer Al-Rabahi, together with the Barrett Law Group of Lexington, Mississippi to represent her for the events that transpired on October 13th, 2016.

9. Thereafter, upon information and belief, the defendant The Barrett Law Group of Mississippi thereafter worked with defendants Cuneo, Gilbert & LaDuca as it pertains to Ms. Alrabahi's claims.

10. Plaintiff was not discharged for cause.

11. On or about August 13th, 2018, defendants consented and agreed that they shall be obligated to keep and maintain the entire legal fee regarding this action in their IOLA escrow account and provide proof of same to plaintiffs upon request.

12. Plaintiff thereafter had learned that Ms. Alrabahi's action was settled sometime within the months after defendant overtook said action in an amount of One Million Nine Hundred Fifty Thousand Dollars (\$1,900,000.00) for her claim.

13. Plaintiff has demanded payment of the moneys owe them for the attorney's fees regarding their representation in this matter for the claim for personal injuries, and defendants have wrongly refused to pay them.

14. This action seeks ascertainment of the total legal fee generation in the *Alrabahi* action for the claim for personal injuries for Ms. Alrabahi's claim, a determination of the amount of money due to plaintiff for their representation, and Judgment directing that payment of that money, interest on the amount to be paid from the date that the settlement funds were received by defendants, to which plaintiff is entitled.

PARTIES, JURISDICTION AND VENUE

15. At all times herein mentioned, plaintiff, Law Offices of Aleksandr Vakarev, was a law firm with its principle place of business within the County of Kings, City and State of New York.

16. At all times hereinafter mentioned, Defendant Cuneo, Gilbert & LaDuca, LLP is a law firm with offices located within the County of Kings, City and State of New York.

17. At all times hereinafter mentioned, Defendant Barrett Law Group, P.A. is a law firm with offices located in Lexington, Mississippi.

18. This Court has jurisdiction over this matter because the substantive conduct underlying this action took place in Kings County and venue is proper in this Court, among other reasons, because defendants have consented that "Supreme Court, Kings County" shall be the venue of this action if plaintiff and defendant cannot agree on a division of legal fees between them.

19. Upon information and belief, the Alrabahi case has settled.

20. As a result of said resolution, defendant owes plaintiff full and complete attorney's fees for the value of their services that were rendered in the representation of the claim for the Alrabahi claim, which include the full attorney's fees in the amount of 33.33% of total offers that plaintiff had obtained on the claim for Ms. Alrabahi (\$1,500,000.00) prior to their discharge without cause.

21. As a result of said resolution, defendants have been unjustly enriched by their attempt to claim any valid entitlement to any attorneys fee generated on the first One Million Five Hundred Thousand Dollars (\$1,500.000.00) for the claim of Ms. Alrabahi, as said offer was already generated and obtained by the plaintiff only after the hundreds of hours and zealous representation by this plaintiff, all to the detriment of the plaintiff.

22. Any result respectfully allowing defendant to have a valid right to any amount of the attorney's fees that are below said offers and that were previously obtained by this plaintiff would be to the detriment of the plaintiff, at the plaintiff's expense, and would be against equity and good conscience to permit the defendants to retain what is sought to be recovered by this plaintiff.

SECOND CAUSE OF ACTION (ACCOUNTING)

23. All allegations set forth above are reiterated here.

24. Plaintiff has an interest in the legal fee generated by the Alrabahi case, which, upon information and belief, were remitted to and taken by the defendants, notwithstanding the existence of this interest.

25. Because of his interest in the legal fee generated by the Alrabahi case, plaintiff is entitled to a full, complete, true and accurate information about the legal fee.

26. Plaintiff has demanded information detailing the legal fee and expenses related to the Alrabahi case, as well as the production of defendants' closing statement; notwithstanding these lawful demands, defendants have wrongly failed or refused to provide or otherwise produce this information and documentation, and defendants have denied to provide said documents.

27. Plaintiff has no independent means or ability to ascertain the amount of the legal fees and expenses generated by the Alrabahi case.

28. Plaintiff is entitled to an accounting from PC for the legal fee generated by the Alrabahi case.

WHEREFORE, plaintiff requests judgment granting them:

- a. On the First Cause of Action, a determination that plaintiff's are entitled to one-third of the legal fee generated by the Alrabahi case on the offers previously obtained by the plaintiffs for said claims;
- b. Judgment directing defendant pay to plaintiff an amount equal to one-third of the total legal fee generated by the Alrabahi case offers previously obtained by the plaintiffs for said claims -plus interest, costs, and attorneys fees necessary to enforce their agreement;
- c. On the Second Cause of Action, a proper accounting for the attorneys' fees and expenses in the Alrabahi case;
- d. Reimbursement of plaintiffs' reasonable attorneys' on the Second Cause of Action, a proper accounting for the attorneys' fees and expenses in the Alrabahi case;
- e. Reimbursement of plaintiff's reasonable attorneys' fees and costs in this action;
- f. Prejudgment interest from the date that defendants received the settlement proceeds, inclusive of attorneys' fees, in the Alrabahi case; and
- g. Such other and further relief as the Court deems appropriate .

Dated: Brooklyn, New York
February 12th, 2021

Yours, etc



Blank & Star, PLLC
Helene Blank, Esq
Attorneys for Plaintiff(s)

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS

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LAW OFFICES OF ALEKSANDR VAKAREV

Plaintiff(s),
-against-

SUMMONS AND
VERIFIED COMPLAINT
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CUNEO, GILBERT & LaDUCA, LLP and BARRETT
LAW GROUP, PA

Defendant(s)

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SUMMONS AND VERIFIED COMPLAINT

BLANK & STAR, PLLC
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718 498-3333